

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: QUALCOMM INCORPORATED

Application No./Patent No.: 10/694,282 / 7,032,103 Filed/Issue Date: 10-27-2003 / 04-18-2006

Titled: SYSTEM AND METHOD FOR EXECUTING HYBRIDIZED CODE ON A DYNAMICALLY CONFIGURABLE HARDWARE ENVIRONMENT

QUALCOMM INCORPORATED, a CORPORATION

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest in;
2. ☐ an assignee of less than the entire right, title, and interest in
(The extent (by percentage) of its ownership interest is _____ %); or
3. ☐ the assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made)
the patent application/patent identified above, by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy therefore is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: ESLICK, IAN S. ET. AL.

To: SILICON SPICE, INC.

The document was recorded in the United States Patent and Trademark Office at
Reel 022542, Frame 0745, or for which a copy thereof is attached.

2. From: SILICON SPICE, INC.

To: BROADCOM CORPORATION

The document was recorded in the United States Patent and Trademark Office at
Reel 022542, Frame 0758, or for which a copy thereof is attached.

3. From: BROADCOM CORPORATION

To: QUALCOMM INCORPORATED

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet(s).

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Charles D. Brown
Signature

7-20-09
Date

CHARLES D. BROWN

VP PATENT COUNSEL

Printed or Typed Name

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

PATENT ASSIGNMENT

WHEREAS, Broadcom Corporation, a corporation organized under the laws of California ("Broadcom"), is the owner, to the extent of Broadcom's actual knowledge, of certain patents and patent applications listed on Attachment 1; and WHEREAS Broadcom has agreed to assign its entire right, title, and interest in and to the patents and patent applications listed on Attachment 1 hereto (collectively, the "Assigned Patents"), to QUALCOMM Incorporated, a corporation organized under the laws of Delaware ("Qualcomm").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Broadcom hereby sells, assigns, transfers and conveys to Qualcomm, and its successors and assigns, all of Broadcom's right, title, and interest in and to each of the Assigned Patents.

This sale, assignment, transfer, and conveyance to Qualcomm, and its successors and assigns, is made subject to the reservation of certain nonexclusive rights and licenses in favor of Broadcom and its Subsidiaries and all pre-existing nonexclusive rights and licenses granted under the Assigned Patents prior to the date of this Assignment, all as are set forth in Sections 8.2 and 8.3 of that certain Settlement and Patent License and Non-Assert Agreement between Qualcomm and Broadcom Corporation dated April 26, 2009 (the "Agreement"). As to such nonexclusive rights, Broadcom hereby acknowledges and agrees that, on and after the date of this Assignment, Broadcom does not retain any right under the Assigned Patents to: (i) commence or prosecute any patent infringement litigation or any other procedure for resolution of a claim of infringement of any of the Assigned Patents, whether administrative, judicial, arbitral or otherwise, including, but not limited to, any proceeding before the United States International Trade Commission or in any jurisdiction throughout the world, or (ii) exclude others from making, having made, selling, offering to sell, using, importing, or otherwise disposing of any products and/or services under the Assigned Patents, or (iii) license or sublicense others under the Assigned Patents beyond the certain pre-existing nonexclusive rights and licenses granted prior to the date of this Assignment. The rights assigned are limited to the Assigned Patents and do not grant or otherwise provide rights to practice or any other rights (whether expressly or by implication, estoppel or otherwise) under any other existing or future patent or patent application of Broadcom, irrespective of whether infringed by or necessary to practice any invention claimed or described in any of the Assigned Patents or otherwise.

Subject to the provisions of Sections 8.2 and 8.3 of the Agreement, this sale, assignment, transfer, and conveyance to Qualcomm, and its successors and assigns, also includes, without limitation, the right to enforce, assert, and sue for past, present, and future infringement on each of the foregoing Patents, and the right to recover and collect for past, present, and future damages with respect to such Patents.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Patents to be executed on JUNE 10, 2009.

By:

Name:

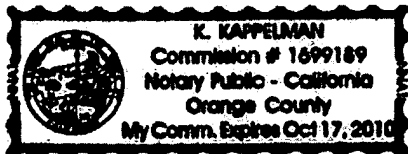
Arthur Chong

Title:

SVP & General Counsel

STATE OF California)
COUNTY OF Orange) SS

The foregoing Assignment of Patents was hereby acknowledged and executed before me on this 10th day of June, by Arthur Chong, the SVP & General Counsel of Brocade Corp., a corporation organized under the laws of California on behalf of such corporation.



K. Kappelman
Notary Public: _____ County, Orange
My commission expires: Oct. 17, 2010

ATTACHMENT 1

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